

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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**SAMUEL PRABIR, on behalf of himself and all
others similarly situated,**

Plaintiffs,

v.

Index No.: 17-cv-3704

**BUKHARA INDIAN CUISINE, INC. d/b/a INDIGO
INDIAN BISTRO, BASERA INDIAN CUISINE,
INC. d/b/a BASERA RESTAURANT, ANIL
KUMAR and RENU KUMAR,**

Defendants.

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AFFIDAVIT OF SYDUR RASHID

I, Sydur Rashid, under penalty of perjury, pursuant to 28 U.S.C. § 1746, affirm that the following is true and correct:

1. I was employed by Defendants Bukhara Indian Cuisine, Inc. d/b/a Indigo Indian Bistro (“Indigo”), Basera Indian Cuisine, Inc. d/b/a Basera Restaurant (“Basera”), Anil Kumar, and Renu Kumar (collectively, “Defendants”). I submit this declaration based on personal knowledge unless indicated otherwise.

2. From approximately September 2012 to approximately February 2016, I was employed by Defendants as a food runner at Basera, located at 745 Ninth Avenue, New York, NY.

3. From approximately February 2016 to on or about November 12, 2017, I was employed by Defendants as a server at Basera, located at 745 Ninth Avenue, New York, NY.

4. From what I understand, Anil Kumar owns Basera and Indigo. Anil Kumar's nephew, Rajath Kumar, is the general manager of Basera. Anil Kumar's niece, Rajani Kumar, is the general manager of Indigo.

5. On November 20, 2017, I signed a consent to sue form to join this action.

6. While I was still at Basera before I joined this lawsuit, I had some conversations with Defendants and some of Defendants' managers about this lawsuit.

7. At the beginning of August 2017, Rajath Kumar, the general manager of Basera, spoke with me about this lawsuit and about Samuel Prabir, the named plaintiff in this lawsuit.

8. Rajath Kumar told me about this case and asked if I knew where Mr. Prabir lived. Mr. Kumar stated that he needed Mr. Prabir's address because he had a person who could "deport" Mr. Prabir if he could be found. I responded that I did not know where Mr. Prabir lived.

9. Mr. Kumar then told me that the restaurant had retained a lawyer and that they would "never give" Mr. Prabir any money.

10. That same day, I spoke with Lakhyander Sing, the head chef and kitchen controller at Basera.

11. Mr. Sing told me that Anil Kumar and his wife, Renu Kumar were planning to transfer their assets to someone else's name so that they would not have to pay Mr. Prabir.

12. He also told me that they were planning to sell Indigo restaurant and that they had a buyer ready and that paperwork was being prepared.

13. Mr. Sing also asked me if I knew where Mr. Prabir lived. I told him that I did not.

14. At the end of August 2017, Anil Kumar called the Basera restaurant telephone and asked to speak with me. Anil Kumar said that he was shocked that I knew Mr. Prabir. He asked me not to contact Mr. Prabir but to try to find out where Mr. Prabir lived.

15. I asked Anil Kumar about the status of this case. Anil Kumar told me that he was trying his best to fight this case and said that he would “kill himself but would never give any money to Prabir.” He also told me that he was selling Indigo and was trying to transfer his accounts to some other relatives so that he could “show the court that he had no money to pay Prabir.”

16. In the middle of September, Rajani Rani, the general manager of Indigo, called me on my cell phone. She asked me if I had “any clue about Prabir.” I said that I knew Prabir and had been told about the case. I asked Ms. Rani whether Indigo had been sold. She said that it had been sold but it was not yet transferred to the buyer. She then told me that the reason for the sale was so her “uncle did not have to pay Prabir.”

17. At the beginning of October 2017, Rajath Kumar told me that he was still trying to find Mr. Prabir’s address. He also told me that “they” were trying to sell some businesses and were trying to transfer assets to other people. He also told me that Indigo had been sold.

18. At the end of October 2017, Mr. Sing told me that Indigo had been sold “so Prabir is going to lose the case.” He also told me that Anil Kumar was “going to die but never give any money to Prabir.”

[Remainder of page intentionally left blank]

19. On my last day of work, November 12, 2017, Anil Kumar tried to talk me out of leaving. He also told me that he would rather die than pay Mr. Prabir any money in this case.

Dated: New York, New York
December 22, 2017

Sydur Rashid

STATE OF NEW YORK)
COUNTY OF Westchester)
ss.:)

On this 22 day of December 2017, before me personally came Sydur Rashid to be known and known to me to be the person described and who executed the foregoing Agreement, and he duly acknowledged to me that he executed the same.


Notary Public

THOMAS C. ANNUNZIATO
Notary Public, State of New York
No. 02AN6060902
Qualified in New York County
Commission Expires July 2, 2017